

1 J. Andrew Coombs (SBN 123881)  
 2 Nicole L. Drey (SBN 250235)  
 3 J. Andrew Coombs, A Prof. Corp.  
 4 517 East Wilson Avenue, Suite 202  
 Glendale, California 91206  
 Telephone: (818) 500-3200  
 Facsimile: (818) 500-3201

5 [andy@coombspc.com](mailto:andy@coombspc.com)  
 6 [nicole@coombspc.com](mailto:nicole@coombspc.com)

7 Attorneys for Plaintiff  
 8 Adobe Systems Incorporated

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 CLERK, U.S. DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

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## UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

009 05169

Case No.

HRL

Adobe Systems Incorporated,

Plaintiff,

v.

13 Joshua Christenson, an individual and d/b/a  
 14 www.softwaresurplus.com; Software Surplus  
 Inc. and Does 1 – 10, inclusive,

Defendants.

COMPLAINT FOR COPYRIGHT  
 INFRINGEMENT AND TRADEMARK  
 INFRINGEMENT

DEMAND FOR A JURY TRIAL

16 Plaintiff Adobe Systems Incorporated (“Adobe”) for its Complaint alleges as follows:

17 I. **Introduction**

18 1. Adobe brings this action as a result of Defendants’ systematic, unauthorized  
 19 distribution and use of Adobe’s software products in interstate commerce through sales through  
 20 various Internet sites. Defendants’ actions, commonly known as software piracy, are willful and  
 cause substantial damage to Adobe and to the software industry.

21 2. Adobe is a global leader in developing and distributing innovative computer  
 22 software. Its products and services offer developers and enterprises tools for creating, managing,  
 23 delivering and engaging with compelling content across multiple operating systems, devices and  
 24 media. The software industry is competitive, and Adobe undertakes great expense and risk in  
 25 conceiving, developing, testing, manufacturing, marketing, and delivering its software products to  
 26 consumers. Software piracy undermines Adobe’s investment and creativity, and misleads and  
 27 confuses consumers.

ORIGINAL

1       3. Defendants, through Internet sites , including but not necessary limited to  
 2 www.softwaresurplus.com (the “Website”) have made, offered for sale, sold, and distributed  
 3 unauthorized copies of Adobe software (the “Unauthorized Software Product”) including at least  
 4 Adobe Acrobat 9.0 Professional (the “Adobe Software”) and likely other products. Additional Doe  
 5 defendants – whose identities will be determined in discovery – support, assist, supervise and/or  
 6 supply Defendants in these illegal activities. Adobe owns registered United States copyrights and  
 7 trademarks including but not limited to the foregoing product and its associated marks.

8       4. Defendants’ activities constitute willful copyright infringement and willful  
 9 trademark infringement pursuant to the Copyright Act of 1976, 17 U.S.C. § 101, *et seq.* (the  
 10 “Copyright Act.”) and the Lanham Trademark Act, as amended, 15 U.S.C., § 1051, *et seq.* (the  
 11 “Lanham Act”). Adobe requests an injunction, and that Defendants pay damages, costs, and  
 12 attorneys’ fees.

## II. Jurisdiction and Venue

13       5. The Court has jurisdiction over the subject matter pursuant to 15 U.S.C. § 1121, 28  
 14 U.S.C. § 1331 and § 1338(a).

15       6. The events giving rise to the claims alleged herein occurred, among other places,  
 16 within this judicial district. Venue in the Northern District of California is proper pursuant to 28  
 17 U.S.C. § 1391(b) and § 1400(a).

## III. The Parties

### A. Plaintiff Adobe and Its Products

18       7. Adobe is a corporation duly organized and existing under the laws of the State of  
 19 Delaware, having its principal place of business in San Jose, California.

20       8. The Adobe Software is copyrightable subject matter, and Adobe owns exclusive  
 21 rights under the Copyright Act to reproduce and distribute to the public copies of Adobe Software  
 22 in the United States. Among the titles produced and distributed by Adobe are *Acrobat*, *Creative*  
 23 *Suite*, *Dreamweaver*, *Flash*, *Illustrator*, *PageMaker*, *Photoshop*, and *Shockwave*. A non-  
 24 exhaustive list of Adobe’s copyright registrations is attached hereto as Exhibit A (“Adobe’s  
 25 Copyrights”).

26       9. Products manufactured and sold by Adobe bear Adobe’s trademarks, including  
 27 without limitation, the ADOBE, ACROBAT, CREATIVE SUITE, DREAMWEAVER, FLASH,  
 28 ILLUSTRATOR, MACROMEDIA, PAGEMAKER, PHOTOSHOP, POSTSCRIPT, READER  
 and SHOCKWAVE trademarks (collectively “Adobe’s Trademarks”). Adobe uses Adobe’s

1 Trademarks on computer software as indicia of Adobe's high quality products. Each year Adobe  
 2 expends significant resources to develop and maintain the considerable goodwill it enjoys in  
 3 Adobe's Trademarks and in its reputation for high quality.

4 10. Adobe has secured registrations for Adobe's Trademarks, all of which are valid,  
 5 extant and in full force and effect. Adobe's Trademarks are exclusively owned by Adobe. A non-  
 6 exhaustive list of Adobe's trademark registrations is attached hereto as Exhibit B. Adobe, or its  
 7 predecessors in interest, has continuously used each of Adobe's Trademarks from the registration  
 8 date, or earlier, until the present and at all times relevant to the claims alleged in this Complaint.

9 11. As a result of advertising and sales, together with longstanding consumer  
 10 acceptance, Adobe's Trademarks identify Adobe's products and authorized commercial  
 11 distribution of these products. Adobe's Trademarks have each acquired secondary meaning in the  
 12 minds of consumers throughout the United States and the world. Adobe's Copyrights and Adobe's  
 13 Trademarks are collectively referred to herein as "Adobe's Intellectual Properties."

14 **B. Defendants**

15 12. Defendant Joshua Christenson ("Christenson") is an individual and doing business  
 16 as [www.softwaresurplus.com](http://www.softwaresurplus.com). Adobe is informed and believes that Christenson is a resident of Las  
 17 Vegas, Nevada. Christenson transacts business as [www.softwaresurplus.com](http://www.softwaresurplus.com) and does business in  
 18 California through sales and distribution of the Unauthorized Software Product in the State of  
 19 California, among other places.

20 13. Defendant Software Surplus Inc. ("SSI") is on information and belief, a Nevada  
 21 corporation with its principal place of business in Las Vegas, Nevada. SSI transacts business as  
 22 [www.softwaresurplus.com](http://www.softwaresurplus.com) and does business in California through sales and distribution of the  
 23 Unauthorized Software Product in the State of California, among other places.

24 14. Upon information and belief, Does 1 – 10 are either entities or individuals who are  
 25 subject to the jurisdiction of this Court. Upon information and belief, Does 1 – 10 are principals,  
 26 supervisory employees, or suppliers of one or other of the named defendants or other entities or  
 27 individuals who are, in this judicial district, manufacturing, distributing, selling and/or offering for  
 28 sale merchandise without authorization that infringes Adobe's Intellectual Properties. The  
 identities of the various Does are unknown to Adobe at this time. The Complaint will be amended  
 to include the names of such individuals when identified. Christenson, SSI and Does 1 – 10 are  
 collectively referred to herein as "Defendants."

1           **IV. Defendants' Infringing Activities**

2           15. Defendants use, among other things, the Website to sell and distribute products,  
 3 including unauthorized copies of software to consumers. Through such active manufacturing,  
 4 purchasing, distributing, offering of sale and selling such unauthorized software, Adobe is  
 5 irreparably damaged through consumer confusion of its Intellectual Properties.

6           16. On information and belief, Defendants or their agents made such unauthorized  
 7 copies. Adobe has not authorized Defendants or their agents to make or distribute copies of the  
 8 Adobe Software. Indeed, Adobe has not licensed Defendants to distribute its software, period.

9           17. Defendants also use images confusingly similar or identical to Adobe's Trademarks,  
 10 to confuse consumers and aid in the promotion of their unauthorized products. Defendants' use of  
 11 Adobe's Trademarks includes importing, advertising, displaying, distributing, selling and/or  
 12 offering to sell unauthorized copies of the Adobe Software. Defendants' use began long after  
 13 Adobe's adoption and use of Adobe's Trademarks, and after Adobe obtained the copyright and  
 14 trademark registrations alleged above. Neither Adobe nor any authorized agents have consented to  
 15 Defendants' use of the Adobe Trademarks.

16           18. Defendants' actions have confused and deceived, or threatened to confuse and  
 17 deceive, the consuming public concerning the source and sponsorship of the unauthorized copies of  
 18 the Adobe Software offered, sold and distributed by Defendants. By their wrongful conduct,  
 19 Defendants have traded upon and diminished Adobe's goodwill.

20           **FIRST CLAIM FOR RELIEF**

21           **(For Copyright Infringement)**

22           19. Adobe repeats and realleges all of the allegations contained in paragraphs 1 through  
 23 18, inclusive, as though set forth herein in full.

24           20. As alleged herein, Defendants' activities infringe valid and effective copyrights  
 25 registered by Adobe, and induce, cause, and materially contribute to infringement. Defendants'  
 26 infringement was willful.

27           21. Adobe has suffered and continues to suffer direct and actual damages as a result of  
 28 Defendants' infringing conduct. The full extent of such damages, including profits by Defendants,  
 will be determined following the accounting by Defendants pursuant to 17 U.S.C. § 504. Prior to  
 final judgment Adobe may elect to recover statutory damages of up to \$150,000 for each of  
 Adobe's Copyrights infringed, as an alternative to actual damages and profits.

22. Adobe has no other adequate remedy at law and has suffered and continues to suffer irreparable harm and damage as a result of Defendants' acts. Unless enjoined by the Court, Defendants' infringing activity will continue, with attendant irreparable harm to Adobe. Accordingly, Adobe seeks injunctive relief pursuant to 17 U.S.C. § 502 and seizure of unauthorized copies of the Adobe Software, including the means of production as provided by 17 U.S.C. § 503.

23. By reason of the foregoing, Adobe has incurred and will continue to incur attorneys' fees and other costs in connection with the prosecution of its claims. Adobe is entitled to recover its fees and costs from the Defendants, and each of them, pursuant to 17 U.S.C. § 505.

**SECOND CLAIM FOR RELIEF**

**(For Trademark Infringement)**

24. Adobe repeats and realleges all of the allegations contained in paragraphs 1 through 18, inclusive, as though set forth herein in full.

25. Defendants' manufacture, importation, advertisement, display, promotion, marketing, distribution, sale and/or offer for sale of the unauthorized copies of the Adobe Software is likely to cause confusion or to cause mistake or to deceive the relevant public and trade regarding the affiliation, sponsorship, endorsement or approval of the Unauthorized Software Product by Adobe. Such confusion, mistake and deception is aggravated by the use of Adobe's Trademarks on the Unauthorized Software Product in the same type of goods made, imported and sold by or under authority of Adobe.

26. Defendants, and each of them, acted with knowledge of the federally registered trademarks alleged herein and of the valuable goodwill Adobe enjoys in connection therewith, with intent to confuse, mislead and deceive the public into believing that the unauthorized copies of the Adobe Software was made, imported and sold by Adobe, or are in some other manner, approved or endorsed by Adobe, and have caused the entry of such unauthorized copies into interstate commerce with full knowledge of the falsity of such designations of origin and such descriptions and representations, all to the detriment of Adobe.

27. Adobe has suffered and continues to suffer irreparable harm and damage as a result of Defendants' acts of trademark infringement in amounts thus far not determined but within the jurisdiction of this Court, which amounts should each be trebled pursuant to 15 U.S.C. § 1117. In order to determine the full extent of such damages, including such profits as may be recoverable under 15 U.S.C. § 1117, Adobe will require an accounting from each Defendant of all monies generated from the manufacture, importation, distribution and/or sale of the Unauthorized Software

1 Product as alleged herein. In the alternative, Adobe may elect to recover statutory damages  
 2 pursuant to 15 U.S.C. § 1117 (c).

3       28.     Adobe has no other adequate remedy at law and has suffered and continues to suffer  
 4 irreparable harm and damage as a result of the above-described acts of infringement. Adobe is  
 5 informed and believes, and upon that basis alleges, that, unless enjoined by the Court, the unlawful  
 6 infringement will continue with irreparable harm and damage to Adobe. Accordingly, Adobe  
 7 seeks and requests preliminary and permanent injunctive relief pursuant to 15 U.S.C. § 1116.

8       29.     By reason of the foregoing, Adobe has incurred and will continue to incur attorneys'  
 9 fees and other costs in connection with the prosecution of its claims herein, which attorneys' fees  
 10 and costs Adobe is entitled to recover from Defendants, and each of them, pursuant to 15 U.S.C. §  
 11 1117 (c).

**PRAYER FOR RELIEF**

11       WHEREFORE, Adobe asks this Court to order:

12       A.     That Defendants, their agents, servants, employees, representatives, successor and  
 13 assigns, and all persons, firms, corporations or other entities in active concert or participation with  
 14 any of said Defendants, be immediately and permanently enjoined from:

- 15       1) Directly or indirectly infringing Adobe's Intellectual Properties in any manner,  
 16 including generally, but not limited to, reproduction, manufacture, importation,  
 17 distribution, advertising, selling and/or offering for sale any merchandise which  
 18 infringes said Adobe's Intellectual Properties, and, specifically:
- 19       2) Reproducing, importing, manufacturing, distributing, advertising, selling and/or  
 20 offering for sale the Unauthorized Software Product or any other unauthorized products  
 21 which picture, reproduce, copy or use the likenesses of or bear a confusing and/or  
 22 substantial similarity to any of Adobe's Intellectual Properties;
- 23       3) Reproducing, importing, manufacturing, distributing, advertising, selling and/or  
 24 offering for sale in connection thereto any unauthorized promotional materials, labels,  
 25 packaging or containers which picture, reproduce, copy or use the likenesses of or bear  
 26 a confusing and/or substantial similarity to any of Adobe's Intellectual Properties;
- 27       4) Engaging in any conduct that tends falsely to represent that, or is likely to confuse,  
 28 mislead or deceive purchasers, Defendants' customers and/or members of the public to  
 believe the actions of Defendants, the products sold by Defendants, or Defendants

themselves are connected with Adobe, are sponsored, approved or licensed by Adobe, or are in some way affiliated with Adobe;

- 5) Affixing, applying, annexing or using in connection with the importation, manufacture, distribution, advertising, sale and/or offer for sale or other use of any goods or services, a false description or representation, including words or other symbols, tending to falsely describe or represent such goods as being those of Adobe;
- 6) Otherwise competing unfairly with Adobe in any manner;
- 7) Destroying or otherwise disposing of
  - a. Merchandise falsely bearing Adobe's Intellectual Properties;
  - b. Any other products which picture, reproduce, copy or use the likenesses of or bear a substantial similarity to any of Adobe's Intellectual Properties;
  - c. Any labels, packages, wrappers, containers or any other unauthorized promotion or advertising material item which reproduces, copies, counterfeits, imitates or bears any of Adobe's Intellectual Properties;
  - d. Any molds, screens, patterns, plates, negatives or other elements used for making or manufacturing products bearing Adobe's Intellectual Properties;
  - e. Any sales and supply or customer journals, ledgers, invoices, purchase orders, inventory control documents, bank records, catalogs and all other business records, believed to concern the manufacture, purchase, advertising, sale or offering for sale of Unauthorized Software Product;

B. That Adobe and its designees are authorized to seize the following items which are in Defendants' possession, custody or control:

- 1) All Unauthorized Software Product;
- 2) Any other unauthorized product which reproduces, copies, counterfeits, imitates or bear any of the Adobe's Intellectual Properties, or any part thereof;
- 3) Any molds, screens, patterns, plates, negatives, machinery or equipment, specifically including computers, servers, optical disc burners and other hardware used for making or manufacturing Unauthorized Software Product or unauthorized product which reproduces, copies, counterfeits, imitates or bears any of the Adobe's Intellectual Properties, or any part thereof.

C. That those Defendants infringing upon Adobe's Intellectual Properties be required to pay actual damages increased to the maximum extent permitted by law and/or statutory damages at Adobe's election;

D. That actual damages be trebled pursuant to 15 U.S.C. § 1117;

E. That Defendants account for and pay over to Adobe all damages sustained by Adobe and profits realized by Defendants by reason of Defendants' unlawful acts herein alleged and that those profits be increased as provided by law;

F. That Adobe recovers from Defendants its costs of this action and reasonable attorneys' fees; and

G. That Adobe has all other and further relief as the Court may deem just and proper under the circumstances.

Dated: October 28, 2009

J. Andrew Coombs, A Professional Corp.

By: Nicole L. Drey  
J. Andrew Coombs  
Nicole L. Drey  
Attorneys for Plaintiff Adobe Systems Incorporated

**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff Adobe Systems Incorporated  
hereby demands a trial by jury of all issues so triable.

Dated: October 28, 2009

J. Andrew Coombs, A Professional Corp.

By: Nicole L. Drey  
J. Andrew Coombs  
Nicole L. Drey  
Attorneys for Plaintiff Adobe Systems Incorporated

# **EXHIBIT "A"**

Adobe Systems Incorporated  
COPYRIGHT REGISTRATIONS

Title of Work	Copyright Registration No.
Acrobat 3D	TX0006277233
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 2.0.	TX0004509574
Acrobat Capture 2.0.	TX0004509574
Acrobat Catalog for Windows.	TX0004001286
Acrobat Catalog for Windows.	TX0004001286
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 3.0.	TX0004509573
Acrobat Reader 3.0.	TX0004509573
Acrobat Search for Macintosh.	TX0003991344
Acrobat Search for Windows.	TX0003978856
Acrobat Search for Windows.	TX0003978856
Acrobat.	TX0001644799
Adobe Accelio Capture Advanced Client 4.0 for Windows.	TX0005553357
Adobe Accelio Integrate Suite 6.0 for Windows.	TX0005553342
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 4.0.	TX0004961793
Adobe Acrobat 5.0 for Macintosh.	TX0005545266
Adobe Acrobat 5.0 for Windows.	TX0005545265
Adobe Acrobat 5.0 Getting Started Guide.	TX0005545267
Adobe Acrobat 6.0 for Macintosh.	TX0005748744
Adobe Acrobat 6.0 for Windows.	TX0005748745
Adobe Acrobat 7.0 Standard for Macintosh.	TX0006045087
Adobe Acrobat 7.0 Standard for Windows.	TX0006045086
Adobe Acrobat 8 Professional for Macintosh.	TX0006390830
Adobe Acrobat 8 Professional for Windows.	TX0006390827
Adobe Acrobat 8 Standard for Macintosh.	TX0006390829
Adobe Acrobat 8 Standard for Windows.	TX0006390828
Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
Adobe Acrobat Approval 5.0 for Windows.	TX0005436556
Adobe Acrobat Capture 3.0 source code.	TX0005199559
Adobe Acrobat Connect 1.0 for Macintosh.	TX0006390834
Adobe Acrobat Connect 1.0 for Windows.	TX0006390835
Adobe Acrobat Distiller Server 5.0.5.	TX0005758527
Adobe Acrobat Distiller Server 6.0 for UNIX.	TX0005847807
Adobe Acrobat Distiller Server 6.0 for Windows.	TX0005847832
Adobe Acrobat eBook Reader v. 2.0.	TX0005335249
Adobe Acrobat eBook Reader v. 2.0.	TX0005335250
Adobe Acrobat Elements 1.0 for Windows.	TX0005611299
Adobe Acrobat Elements 6.0 for Windows.	TX0005780821
Adobe Acrobat Elements Server 6.0 for Windows.	TX0005848340

Adobe Acrobat Fill in 4.0.	TX0004241942
Adobe Acrobat Inroduction 1.0.	TX0005200942
Adobe Acrobat Inroduction 1.0.	TX0005200942
Adobe Acrobat Messenger 1.0.	TX0005241268
Adobe Acrobat Reader 5.0 for Macintosh.	TX0005412874
Adobe Acrobat Reader 5.0 for Windows.	TX0005412875
Adobe Acrobat Reader 5.0.5 for AIX.	TX0005605114
Adobe Acrobat Reader 5.0.5 for HP-UX.	TX0005605113
Adobe Acrobat Reader 5.0.5 for Solaris.	TX0005617024
Adobe Acrobat Reader 5.05 for Linux.	TX0005617021
Adobe Acrobat Reader 5.1 for Macintosh.	TX0005620676
Adobe Acrobat Reader 5.1 for Windows.	TX0005620677
Adobe Acrobat Reader for Palm OS 1.0 for Windows.	TX0005422793
Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)	TX0005617023
Adobe Acrobat Reader for Palm OS 2.0 (Windows)	TX0005617022
Adobe Acrobat Reader for Palm OS Beta Windows.	TX0005422794
Adobe Acrobat Reader for Pocket PC : Version 1.0.	TX0005489269
Adobe ActiveShare 1.0.	TX0005086423
Adobe ActiveShare 1.5 for Windows.	TX0005267528
Adobe After Effects : 7.0 Professional for Windows.	TX0006277334
Adobe After Effects : Version 5.0 for Macintosh.	TX0005392887
Adobe After Effects : Version 5.0 for Windows.	TX0005438054
Adobe After Effects : Version 5.5 for Macintosh.	TX0005493399
Adobe After Effects : Version 5.5 for Windows.	TX0005493400
Adobe After Effects : Version 6.0 for Macintosh.	TX0005777908
Adobe After Effects : Version 6.0 for Windows.	TX0005777907
Adobe After Effects 3.0 for Macintosh.	TX0004643401
Adobe After Effects 4.0 for Macintosh and Windows.	TX0005011464
Adobe After Effects 5.5 Plug-in Power Pack for Macintosh.	TX0005546626
Adobe After Effects 5.5 Plug-in Power Pack for Windows.	TX0005546627
Adobe After Effects 6.5 for Macintosh.	TX0005934788
Adobe After Effects 7.0 Standard for Macintosh.	TX0006277333
Adobe After Effects 7.0 Standard for Windows.	TX0006277335
Adobe After Effects CS3 Professional for Windows and Macintosh.	TX0006457851
Adobe After Effects Production Bundle : Version 5.5 for Macintosh.	TX0005493398
Adobe After Effects Production Bundle : Version 5.5 for Windows.	TX0005493401
Adobe After Effects Production Bundle 5.0 for Macintosh.	TX0005392886
Adobe After Effects Production Bundle 5.0 for Windows.	TX0005392888
Adobe After Effects Version 6.5 for Windows.	TX0005934787
Adobe AlterCast 1.5 for Solaris.	TX0005520581
Adobe AlterCast 1.5 for Windows.	TX0005520583
Adobe Atmosphere : Version 1.0 Public Beta.	TX0005401513
Adobe Atmosphere 1.0 for Windows.	TX0005780857
Adobe Atmosphere Player 1.0 for Windows.	TX0005748760
Adobe Audition 1.0 for Windows.	TX0005777207
Adobe Audition 1.5 for Windows.	TX0005932189
Adobe Audition 2.0 for Windows.	TX0006277359
Adobe Audition 3.0 for Windows.	TX0006816095
Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.	TX0005936309
Adobe Captivate 2 for Windows.	TX0006390833
Adobe Carlson Regular.	TX0003374876
Adobe Caslon Alternate Bold Italic : Version 001.000.	TX0003501138
Adobe Caslon Alternate Bold.	TX0003501547
Adobe Caslon Alternate Italic : Version 001.000.	TX0003501139
Adobe Creative Suite 2 Premium for Macintosh.	TX0006131248
Adobe Creative Suite 2 Premium for Windows.	TX0006131245
Adobe Creative Suite 2 Standard for Macintosh.	TX0006131247
Adobe Creative Suite 2 Standard for Windows.	TX0006131246
Adobe Creative Suite 3 Master Collection for Windows and Macintosh	TX0006457918
Adobe Creative Suite 4 Design Premium	TX0006898921
Adobe Creative Suite 4 Design Standard	TX0006898808
Adobe Creative Suite 4 Master Collection	TX0006898920

Adobe Creative Suite 4 Production Premium	TX0006898757
Adobe Creative Suite 4 Web Premium	TX0006898805
Adobe Creative Suite 4 Web Standard	TX0006898771
Adobe Creative Suite for Macintosh.	TX0005844481
Adobe Creative Suite for Windows.	TX0005844480
Adobe Dreamweaver CS3 Professional for Windows and Macintosh	TX0006534561
Adobe Dreamweaver CS4	TX0006898688
Adobe Encore CS4	TX0006898725
Adobe Exchange 2.0 for Windows.	TX0003961129
Adobe Extension Manager CS3 for Windows and Macintosh.	TX0006531581
Adobe Fireworks CS4	TX0006898722
Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
Adobe Flash CS4 Professional	TX0006898680
Adobe Flash Media Encoder 1.0.	TX0006526716
Adobe Flash Media Encoder 1.0.	TX0006526716
Adobe Flash Player 10	TX0006898686
Adobe Flash Player 9 for Linux.	TX0006476523
Adobe Flash Player 9 for Linux.	TX0006476523
Adobe Flash Player 9 for Solaris.	TX0006457897
Adobe Illustrator : Version 5.0.1 (Mac).	TX0003846115
Adobe Illustrator : Version 5.5 (Mac).	TX0003846114
Adobe Illustrator : Version 6.0 Macintosh.	TX0004240043
Adobe Illustrator 10 for Macintosh.	TX0005446858
Adobe Illustrator 10 for Windows.	TX0005446857
Adobe Illustrator 3.0.	TX0003000202
Adobe Illustrator 8.0 for Macintosh and Windows.	TX0004953097
Adobe Illustrator 9.0 for Macintosh and Windows.	TX0005159819
Adobe Illustrator CS for Macintosh.	TX0005780817
Adobe Illustrator CS for Windows.	TX0005780806
Adobe Illustrator CS3 for Windows and Macintosh.	TX0006531603
Adobe Illustrator CS4	TX0006898753
Adobe Illustrator.	TX0003380406
Adobe InCopy CS4	TX0006898732
Adobe InDesign CS4	TX0006898737
Adobe OnLocation CS4	TX0006898756
Adobe PageMaker 6.0 for Macintosh, Power Macintosh.	TX0004093314
Adobe PageMaker 6.5 Macintosh.	TX0004524555
Adobe PageMaker 7.0 for Macintosh.	TX0005409447
Adobe PageMaker 7.0 for Windows.	TX0005409446
Adobe Pagemaker Plug-in Pack for Macintosh.	TX0005847834
Adobe Pagemaker Plug-in Pack for Windows.	TX0005847833
Adobe Photoshop : 5.5.	TX0005213806
Adobe Photoshop 6.0.	TX0005196369
Adobe Photoshop 7.0 for Macintosh.	TX0005562147
Adobe Photoshop 7.0 for Windows.	TX0005562148
Adobe Photoshop Album 2.0 for Windows.	TX0005780785
Adobe Photoshop CS for Macintosh.	TX0005780846
Adobe Photoshop CS for Windows.	TX0005780847
Adobe Photoshop CS2 for Macintosh.	TX0006131272
Adobe Photoshop CS2 Official JavaScript Reference	TX0006273756
Adobe Photoshop CS3 Extended for Windows and Macintosh.	TX0006528612
Adobe Photoshop CS3 for Windows and Macintosh.	TX0006528611
Adobe Photoshop CS4	TX0006898742
Adobe Photoshop CS4 Extended	TX0006898750
Adobe Photoshop Elements : 4.0 for Macintosh.	TX0006277687
Adobe Photoshop Elements 1.0 for Macintosh and Windows.	TX0005329106
Adobe Photoshop Elements 2.0 for Macintosh.	TX0005592639
Adobe Photoshop Elements 2.0 for Windows.	TX0005592638
Adobe Photoshop Elements 4.0 for Windows.	TX0006139024
Adobe Photoshop Lightroom 1.0 for Macintosh and Windows.	TX0006526701
Adobe Photoshop Macintosh.	TX0003551958

Adobe Photoshop Version 3.0 Mac.	TX0003971820
Adobe Photoshop Version 3.0 Windows.	TX0003616850
Adobe Photoshop Version 5.0 Macintosh and Windows.	TX0004856009
Adobe Photoshop Windows.	TX0003596143
Adobe Photoshop.	TX0004068613
Adobe Photoshop.	TX0003120306
Adobe Photoshop.	TX0002897138
Adobe Premiere Pro CS4	TX0006898667
Adobe Soundbooth CS3 for Windows and Macintosh	TX0006457903
Adobe Soundbooth CS4	TX0006898727
Adobetype Manager Deluxe 4.6 User Guide : Macintosh.	TX0005176752
Adope PhotoDeluxe, V1.0.	TX0004809739
Adope Photoshop : Version 4.0 : Macintosh and Windows.	TX0004571653
Authorware 7.0	TX0005800627
Contribute 4 (Mac)	TX0006471404
Designer 6.0 (Win)	TX0005932242
Encore DVD 2.0	TX0006277348
Font Folio 9.0 (Mac)	TX0005401449
Font Folio Open Type	TX0005845931
Form Manager 6.0	TX0006042527
Framemaker 7.0 (Mac)	TX0005596921
Framemaker 7.0 (Win)	TX0005596919
FreeHand MX (Mac)	TX0005746988
GoLive CS2 (Mac)	TX0006131268
GoLive CS2 (Win)	TX0006131269
Illustrator CS2 (Mac)	TX0006131282
Illustrator CS2 (Win)	TX0006131283
InCopy CS (Mac)	TX0005780859
InCopy CS (Win)	TX0005780858
InDesign CS2 (Mac)	TX0006139165
Macintosh Distiller.	TX0003893508
Macintosh PDF Writer.	TX0003893509
Macintosh Reader.	TX0003893511
Macromedia ColdFusion MX 7	TX0006201577
Macromedia Dreamweaver MX 2004	TX0005852659
Macromedia Fireworks MX 2004	TX0005839595
Macromedia Flash Lite 2.0	TX0006288632
Macromedia Flash Media Server 2	TX0006335779
Macromedia Flash MX 2004 Pro	TX0005852657
Macromedia RoboHelp HTML X5	TX0005944534
Macromedia RoboHelp X5	TX0005944535
Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT]	TX0004695283
Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)	TX0004671697
PhotoDeluxe 2.0 (Mac)	TX0004771678
PhotoDeluxe 2.0 (Win)	TX0004617316
Photoshop CS2 (Win)	TX0006131279
Photoshop Elements 5.0	TX0006389641
Premiere 7.0	TX0005777909
Premiere Elements 3.0	TX0006389647
Premiere Pro 1.5	TX0005931988
Premiere Pro 2.0	TX0006275628
Production Studio 1.0	TX0006277349
Shockwave for Director 5.0.	TX0004700912
Windows PDF Writer.	TX0003893507

# **EXHIBIT “B”**

**Adobe Systems Incorporated**  
**TRADEMARK REGISTRATIONS**

<u>Trademark Registration No.:</u>	<u>Title of Work:</u>	<u>Rights Owner:</u>
2,081,343	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
1,988,710	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
3,032,288	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
1,901,149	"A" ADOBE and Design	Adobe Systems Incorporated
1,852,943	"A" STYLIZED (ACROBAT DESIGN)	Adobe Systems Incorporated
1,988,711	"A" STYLIZED (ACROBAT DESIGN)	Adobe Systems Incorporated
2,825,116	1-STEP ROBOPDF	eHelp Corporation
2,704,585	360CODE	Adobe Systems Incorporated
2,757,422	6-DOT CIRCLE DESIGN	Adobe Systems Incorporated
2,757,423	6-DOT CIRCLE DESIGN	Adobe Systems Incorporated
2,068,523	ACROBAT	Adobe Systems Incorporated
1,833,219	ACROBAT	Adobe Systems Incorporated
1,997,398	ACROBAT CAPTURE	Adobe Systems Incorporated
2,754,764	ACROBAT MESSENGER	Adobe Systems Incorporated
3,380,847	ACTIONSCRIPT	Adobe Systems Incorporated
2,206,045	ACTIVEEDIT	Macromedia, Inc.
2,551,513	ACTIVESHARE	Adobe Systems Incorporated
2,221,926	ACTIVETEST	Macromedia, Inc.
1,475,793	ADOBE	Adobe Systems Incorporated
1,486,895	ADOBE	Adobe Systems Incorporated
1,956,216	ADOBE	Adobe Systems Incorporated
1,988,712	ADOBE	Adobe Systems Incorporated
3,029,061	ADOBE	Adobe Systems Incorporated

**Adobe Systems Incorporated**  
**TRADEMARK REGISTRATIONS**

2,861,671	ADOBE AUDITION	Adobe Systems Incorporated
1,855,098	ADOBE DIMENSIONS	Adobe Systems Incorporated
2,916,709	ADOBE ENCORE	Adobe Systems Incorporated
1,631,416	ADOBE GARAMOND	Adobe Systems Incorporated
1,479,408	ADOBE ILLUSTRATOR	Adobe Systems Incorporated
3,065,143	ADOBE LIVECYCLE	Adobe Systems Incorporated
1,673,308	ADOBE ORIGINALS DESIGN	Adobe Systems Incorporated
1,651,380	ADOBE PHOTOSHOP	Adobe Systems Incorporated
1,769,184	ADOBE PREMIERE	Adobe Systems Incorporated
2,722,546	ADOBE STUDIO	Adobe Systems Incorporated
2,725,810	ADOBE STUDIO	Adobe Systems Incorporated
2,725,811	ADOBE STUDIO	Adobe Systems Incorporated
1,482,233	ADOBE SYSTEMS INCORPORATED (Stylized)	Adobe Systems Incorporated
1,487,549	ADOBE SYSTEMS INCORPORATED (Stylized)	Adobe Systems Incorporated
1,605,378	ADOBE TYPE MANAGER	Adobe Systems Incorporated
1,707,807	ADOBE WOOD TYPE	Adobe Systems Incorporated
1,970,781	AFTER EFFECTS	Adobe Systems Incorporated
1,481,416	ALDUS	Adobe Systems Incorporated
1,483,149	ALDUS AND HEAD LOGO	Adobe Systems Incorporated
1,483,150	ALDUS HEAD LOGO	Adobe Systems Incorporated
1,977,310	ALEXA	Adobe Systems Incorporated
2,234,653	ANDREAS	Adobe Systems Incorporated
3,438,976	ARNO	Adobe Systems Incorporated

**Adobe Systems Incorporated**  
**TRADEMARK REGISTRATIONS**

2,814,007	ATMOSPHERE	Adobe Systems Incorporated
1,961,762	AUTHORWARE	Adobe Systems Incorporated
2,034,149	BALZANO	Adobe Systems Incorporated
2,137,197	BANSHEE	Adobe Systems Incorporated
2,024,607	BENSON SCRIPTS	Adobe Systems Incorporated
2,137,890	BICKHAM SCRIPT	Adobe Systems Incorporated
1,692,614	BIRCH	Adobe Systems Incorporated
1,692,613	BLACKOAK	Adobe Systems Incorporated
2,523,062	BLUE ISLAND	Adobe Systems Incorporated
3,065,084	BREEZE	Adobe Systems Incorporated
2,864,988	BREEZE	Adobe Systems Incorporated
2,799,082	BRIOSO	Adobe Systems Incorporated
3,422,754	BUZZWORD	Adobe Systems Incorporated
1,892,606	CAFLISCH SCRIPT	Adobe Systems Incorporated
2,449,593	CALCITE	Adobe Systems Incorporated
1,982,999	CALIBAN	Adobe Systems Incorporated
3,184,511	CAPTIVATE	Adobe Systems Incorporated
3,136,772	CAPTIVATE	Adobe Systems Incorporated
3,189,917	CAPTIVATE	Adobe Systems Incorporated
1,582,280	CARTA	Adobe Systems Incorporated
2,635,948	CERTIFIED ROBOHELP INSTRUCTOR	eHelp Corporation
2,089,496	CHAPARRAL	Adobe Systems Incorporated
1,629,024	CHARLEMAGNE	Adobe Systems Incorporated

**Adobe Systems Incorporated**  
**TRADEMARK REGISTRATIONS**

1,901,215	CLASSROOM IN A BOOK	Adobe Systems Incorporated
2,637,308	CLEARLY ADOBE IMAGING	Adobe Systems Incorporated
2,557,911	CLEARLY ADOBE IMAGING and Design	Adobe Systems Incorporated
2,993,457	CO-AUTHOR	Adobe Systems Incorporated
1,971,442	COLD FUSION	Adobe Systems Incorporated
2,113,033	CONGA BRAVA	Adobe Systems Incorporated
3,143,377	CONTRIBUTE	Adobe Systems Incorporated
1,982,985	COPAL	Adobe Systems Incorporated
2,164,702	CORIANDER	Adobe Systems Incorporated
1,628,152	COTTONWOOD	Adobe Systems Incorporated
3,111,341	CREATIVE SUITE	Adobe Systems Incorporated
1,873,167	CRITTER	Adobe Systems Incorporated
2,093,645	CRONOS	Adobe Systems Incorporated
1,665,322	CUSTOMERFIRST (Stylized)	Adobe Systems Incorporated
1,600,438	DIRECTOR	Adobe Systems Incorporated
1,525,396	DISPLAY POSTSCRIPT	Adobe Systems Incorporated
1,843,525	DISTILLER	Adobe Systems Incorporated
2,294,926	DREAMWEAVER	Adobe Systems Incorporated
3,276,189	DV RACK	Adobe Systems Incorporated
2,949,766	ENCORE	Adobe Systems Incorporated
2,151,180	EPAPER	Adobe Systems Incorporated
2,893,662	EPAPER	Adobe Systems Incorporated
2,005,020	EX PONTO	Adobe Systems Incorporated

**Adobe Systems Incorporated**  
**TRADEMARK REGISTRATIONS**

2,043,911	FIREWORKS	Adobe Systems Incorporated
2,855,434	FLASH	Adobe Systems Incorporated
2,852,245	FLASH	Adobe Systems Incorporated
3,473,651	FLASH LITE	Adobe Systems Incorporated
2,844,051	FLASHHELP	Adobe Systems Incorporated
3,166,399	FLASHPAPER	Adobe Systems Incorporated
3,370,163	FLEX	Adobe Systems Incorporated
2,198,260	FLOOD	Adobe Systems Incorporated
1,546,371	FONT & FUNCTION	Adobe Systems Incorporated
2,857,527	FONT FOLIO	Adobe Systems Incorporated
1,822,467	FONTOGRAPHER	Adobe Systems Incorporated
1,479,470	FRAME MAKER	Adobe Systems Incorporated
1,715,303	FRAMEVIEWER	Adobe Systems Incorporated
2,214,844	FREEHAND	Adobe Systems Incorporated
2,245,944	FUSAKA	Adobe Systems Incorporated
2,024,281	GALAHAD	Adobe Systems Incorporated
1,935,819	GIDDYUP	Adobe Systems Incorporated
1,935,818	GIDDYUP THANGS	Adobe Systems Incorporated
2,432,447	GOLIVE	Adobe Systems Incorporated
2,446,265	HOMESITE	Adobe Systems Incorporated
2,375,606	HTML HELP STUDIO	Adobe Systems Incorporated
2,060,488	ILLUSTRATOR	Adobe Systems Incorporated
2,317,828	IMAGEREADY	Adobe Systems Incorporated

**Adobe Systems Incorporated**  
**TRADEMARK REGISTRATIONS**

2,238,581	IMMI 505	Adobe Systems Incorporated
2,550,638	INCOPY	Adobe Systems Incorporated
2,439,079	INDESIGN	Adobe Systems Incorporated
1,626,882	IRONWOOD	Adobe Systems Incorporated
1,980,096	JIMBO	Adobe Systems Incorporated
1,633,039	JUNIPER	Adobe Systems Incorporated
2,157,319	KEPLER	Adobe Systems Incorporated
2,161,024	KINESIS	Adobe Systems Incorporated
2,607,473	KOZUKA GOTHIC	Adobe Systems Incorporated
2,263,701	KOZUKA MINCHO	Adobe Systems Incorporated
1,549,854	LASERTALK (STYLIZED)	Adobe Systems Incorporated
3,288,605	LIGHTROOM	Adobe Systems Incorporated
1,630,698	LITHOS	Adobe Systems Incorporated
3,065,142	LIVECYCLE	Adobe Systems Incorporated
2,691,851	LIVEMOTION	Adobe Systems Incorporated
2,424,671	MACROMEDIA	Adobe Systems Incorporated
2,650,911	MACROMEDIA FLASH	Adobe Systems Incorporated
1,733,965	MADRONE	Adobe Systems Incorporated
1,629,940	MESQUITE	Adobe Systems Incorporated
1,973,932	MEZZ	Adobe Systems Incorporated
1,798,496	MINION	Adobe Systems Incorporated
2,137,882	MOJO	Adobe Systems Incorporated
2,687,487	MONTARA	Adobe Systems Incorporated

**Adobe Systems Incorporated**  
**TRADEMARK REGISTRATIONS**

2,672,180	MOONGLOW	Adobe Systems Incorporated
1,759,108	MYRIAD	Adobe Systems Incorporated
1,889,189	MYTHOS	Adobe Systems Incorporated
1,980,127	NUEVA	Adobe Systems Incorporated
2,130,427	NYX	Adobe Systems Incorporated
2,971,613	O (STYLIZED)	Adobe Systems Incorporated
2,584,364	OPEN SESAME!	Allaire Corporation
2,137,926	OUCH!	Adobe Systems Incorporated
3,427,904	P (Stylized)	Adobe Systems Incorporated
2,091,087	PAGEMAKER	Adobe Systems Incorporated
1,496,726	PAGEMAKER	Adobe Systems Incorporated
1,486,556	PAGEMAKER	Adobe Systems Incorporated
2,979,463	PDF JOBREADY	Adobe Systems Incorporated
2,553,370	PDF MERCHANT	Adobe Systems Incorporated
1,984,563	PENUMBRA	Adobe Systems Incorporated
1,882,825	PEPPERWOOD	Adobe Systems Incorporated
1,503,706	PERSUASION	Adobe Systems Incorporated
2,655,175	PHOTOMERGE	Adobe Systems Incorporated
1,850,242	PHOTOSHOP	Adobe Systems Incorporated
2,920,764	PHOTOSHOP	Adobe Systems Incorporated
1,760,600	POETICA	Adobe Systems Incorporated
1,692,610	POPLAR	Adobe Systems Incorporated
2,233,952	POSTINO	Adobe Systems Incorporated
1,544,284	POSTSCRIPT	Adobe Systems

**Adobe Systems Incorporated**  
**TRADEMARK REGISTRATIONS**

		Incorporated
1,463,458	POSTSCRIPT	Adobe Systems Incorporated
1,383,131	POSTSCRIPT	Adobe Systems Incorporated
2,066,675	POSTSCRIPT LOGO	Adobe Systems Incorporated
2,574,091	PRESSREADY	Adobe Systems Incorporated
1,887,832	QUAKE	Adobe Systems Incorporated
1,935,820	RAD	Adobe Systems Incorporated
2,548,832	READER	Adobe Systems Incorporated
2,204,266	RELIQ	Adobe Systems Incorporated
2,787,091	ROBOASSIST	eHelp Corporation
2,953,255	ROBOENGINE	Adobe Systems Incorporated
2,770,413	ROBOFLASH	eHelp Corporation
1,732,772	ROBOHELP	Adobe Systems Incorporated
2,498,876	ROBOHELP	Adobe Systems Incorporated
2,610,653	ROBOINFO	Adobe Systems Incorporated
2,732,494	ROBOINSTALL	eHelp Corporation
2,808,741	ROBOLINKER	eHelp Corporation
2,881,638	ROBOPRESENTER	eHelp Corporation
2,805,027	ROBOSCREENCAPTURE	eHelp Corporation
1,882,826	ROSEWOOD	Adobe Systems Incorporated
1,509,123	ROUNDTrip	Adobe Systems Incorporated
2,817,626	ROUNDTrip HTML	Adobe Systems Incorporated
2,993,082	RYO	Adobe Systems Incorporated
1,893,565	SANVITO	Adobe Systems Incorporated
2,893,840	SAVA	Adobe Systems Incorporated
3,410,080	SEE WHAT'S POSSIBLE	Adobe Systems Incorporated

**Adobe Systems Incorporated**  
**TRADEMARK REGISTRATIONS**

1,901,566	SHOCKWAVE	Adobe Systems Incorporated
2,648,129	SHOCKWAVE	Adobe Systems Incorporated
2,388,945	SHOCKWAVE	Adobe Systems Incorporated
2,145,311	SHURIKEN BOY	Adobe Systems Incorporated
2,493,281	SILENTIUM	Adobe Systems Incorporated
1,985,335	SOFTWARE VIDEO CAMERA	Adobe Systems Incorporated
1,477,490	SONATA	Adobe Systems Incorporated
3,350,284	SOUNDBOOTH	Adobe Systems Incorporated
2,314,590	STRUMPF	Adobe Systems Incorporated
1,887,833	STUDZ	Adobe Systems Incorporated
1,682,713	TEKTON	Adobe Systems Incorporated
2,055,667	TOOLBOX	Adobe Systems Incorporated
1,626,877	TRAJAN	Adobe Systems Incorporated
1,518,719	TRANSCRIPT	Adobe Systems Incorporated
1,674,052	TYPE REUNION	Adobe Systems Incorporated
2,980,999	ULTRA	Adobe Systems Incorporated
2,638,231	ULTRADEV	Macromedia, Inc.
1,623,439	UTOPIA	Adobe Systems Incorporated
2,883,313	VERSION CUE	Adobe Systems Incorporated
2,983,111	VISUAL COMMUNICATOR	Adobe Systems Incorporated
1,881,212	VIVA	Adobe Systems Incorporated
2,358,623	VOLUTA	Adobe Systems Incorporated
2,454,239	WARNOCK	Adobe Systems Incorporated
2,711,779	WATER DROP DESIGN	Adobe Systems

		Incorporated
2,169,463	WATERS TITLING	Adobe Systems Incorporated
1,717,050	WILLOW	Adobe Systems Incorporated
2,872,489	XMP	Adobe Systems Incorporated

## CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO.)

## I.(a) PLAINTIFFS

Adobe Systems Incorporated

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF \_\_\_\_\_  
(EXCEPT IN U.S. PLAINTIFF CASES)

Santa Clara County

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

J. Andrew Coombs, A.P.C., 517 E. Wilson Ave., Suite 202  
Glendale, CA 91206 / Telephone: (818) 500-3200

## II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

1 U.S. Government Plaintiff  
 2 U.S. Government Defendant  
 3 Federal Question (U.S. Government Not a Party)  
 4 Diversity (Indicate Citizenship of Parties in Item III)

E-filing

## III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

	PTF	DEF	PTF	DEF	
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input checked="" type="checkbox"/> 6

## IV. ORIGIN

Original Proceeding  
 Removed from State Court  
 Remanded from Appellate Court  
 Reinstated or Reopened  
 Transferred from Another district (specify) \_\_\_\_\_  
 Multidistrict Litigation  
 Appeal to District Judge from Magistrate Judgment

## V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<b>PROPERTY RIGHTS</b>	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault Libel & Slander	<input type="checkbox"/> 630 Liquor Laws	<input checked="" type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce/ICC Rates/etc.
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers Liability	<input type="checkbox"/> 640 RR & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 660 Occupational Safety/Health	<b>LABOR</b>	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 690 Other	<b>SOCIAL SECURITY</b>	<input type="checkbox"/> 490 Cable/Satellite TV
<input type="checkbox"/> 160 Stockholders Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<b>PERSONAL PROPERTY</b>	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 195 Contract Product Liability		<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise		<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 891 Agricultural Acts
<b>REAL PROPERTY</b>	<b>CIVIL RIGHTS</b>	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 720 Labor/Mgmt Relations	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 730 Labor/Mgmt Reporting & Disclosure Act	<b>FEDERAL TAX SUITS</b>	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 870 Taxes (US Plaintiff or Defendant	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 791 Empl.Ret. Inc. Security Act		<input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 445 Amer w/ disb - Empl			<input type="checkbox"/> 899 Other Statutory Actions
	<input type="checkbox"/> 446 Amer w/ disb - Other	<input type="checkbox"/> 510 Motion to Vacate Sentence Habeas Corpus		
		<input type="checkbox"/> 530 General		
		<input type="checkbox"/> 535 Death Penalty		
		<input type="checkbox"/> 540 Mandamus & Other		
		<input type="checkbox"/> 550 Civil Rights		
		<input type="checkbox"/> 555 Prison Condition		

## VI. CAUSE OF ACTION (CITE THE US CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Copyright infringement / 7 U.S.C. §§ 101, et seq.

VII. REQUESTED IN COMPLAINT:  CHECK IF THIS IS A CLASS ACTION DEMAND \$ \_\_\_\_\_ CHECK YES only if demanded in complaint:  
UNDER F.R.C.P. 23 JURY DEMAND:  YES  NOVIII. RELATED CASE(S) PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE  
IF ANY "NOTICE OF RELATED CASE".IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2)  
(PLACE AND "X" IN ONE BOX ONLY) SAN FRANCISCO/OAKLAND SAN JOSE

DATE

10/28/09

SIGNATURE OF ATTORNEY OF RECORD

Nicol Drey

CIVIL  
DIVISIONAL  
COURT